

Appendix A: Chart Summarizing Certain Arguments Regarding Negligence Claim (Count I)

Defendants' Motion to Dismiss and Memorandum of Law in Support present in full Defendants' arguments in dismissal of Plaintiffs' negligence claim. For the Court's convenience, the chart below provides supporting citations under each states' laws for those arguments. Count I fails for additional reasons not represented in the chart below, as set forth in Defendants' Motion to Dismiss.

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Alabama <u>Plaintiff:</u> Christenson (§ 17) | Yes. <i>Prill v. Marrone</i> , 23 So.3d 1, 6 (Ala. 2009). No general duty to safeguard data. <i>Griggs v. NHS Management, LLC</i> , No. SC-2023-0784, 2024 WL 4797211, at *3-5 (Ala. Nov. 15, 2024). | Yes. <i>Prill v. Marrone</i> , 23 So.3d 1, 6 (Ala. 2009). | Yes. <i>Prill v. Marrone</i> , 23 So.3d 1, 6 (Ala. 2009). | Yes. <i>Prill v. Marrone</i> , 23 So.3d 1, 6 (Ala. 2009). | |

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| Alaska <u>Plaintiff:</u> Dixon (§ 19) | Yes. <i>Sulzbach v. City & Borough of Sitka</i> , 517 P.3d 7, 17 (Alaska 2022). | Yes. <i>Sulzbach v. City & Borough of Sitka</i> , 517 P.3d 7, 17 (Alaska 2022). | Yes. <i>Sulzbach v. City & Borough of Sitka</i> , 517 P.3d 7, 17 (Alaska 2022). | Yes. <i>Sulzbach v. City & Borough of Sitka</i> , 517 P.3d 7, 17 (Alaska 2022). | Yes. <i>In re Target Corp. Customer Data Sec. Breach Litig.</i> , 66 F. Supp. 3d 1154, 1172 (D. Minn. 2014). |
| Arizona <u>Plaintiff:</u> Phillips (§ 21) | Yes. <i>Quiroz v. ALCOA Inc.</i> , 416 P.3d 824, 827-28 (Ariz. 2018). | Yes. <i>Quiroz v. ALCOA Inc.</i> , 416 P.3d 824, 827-28 (Ariz. 2018). | Yes. <i>Quiroz v. ALCOA Inc.</i> , 416 P.3d 824, 827-28 (Ariz. 2018). | Yes. <i>Quiroz v. ALCOA Inc.</i> , 416 P.3d 824, 827-28 (Ariz. 2018). | |

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| Arkansas <u>Plaintiff:</u> Avery (¶ 23) | Yes. <i>Cross v. Western Waste Indus.</i> , 469 S.W.3d 820, 825 (Ark. Ct. App. 2015). | Yes. <i>Cross v. Western Waste Indus.</i> , 469 S.W.3d 820, 825 (Ark. Ct. App. 2015). | Yes. <i>Cross v. Western Waste Indus.</i> , 469 S.W.3d 820, 825 (Ark. Ct. App. 2015). | Yes. <i>Cross v. Western Waste Indus.</i> , 469 S.W.3d 820, 825 (Ark. Ct. App. 2015). | |
| California <u>Plaintiff:</u> Jackson (¶ 25) | Yes. <i>Green v. ADT, LLC</i> , No. 16-cv-02227, 2016 WL 5339800, at *2 (N.D. Cal. Sept. 23, 2016). | Yes. <i>Green v. ADT, LLC</i> , No. 16-cv-02227, 2016 WL 5339800, at *2 (N.D. Cal. Sept. 23, 2016). | Yes. <i>Green v. ADT, LLC</i> , No. 16-cv-02227, 2016 WL 5339800, at *2 (N.D. Cal. Sept. 23, 2016). | Yes. <i>Green v. ADT, LLC</i> , No. 16-cv-02227, 2016 WL 5339800, at *2 (N.D. Cal. Sept. 23, 2016). | Yes. <i>In re Target Corp. Customer Data Sec. Breach Litig.</i> , 66 F. Supp. 3d 1154, 1172 (D. Minn. 2014). |

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| Colorado <u>Plaintiff:</u> Dugan (§ 27) | <p>Yes. <i>Univ. of Denver v. Doe</i>, 547 P.3d 1129, 1145 (Colo. 2024).</p> <p>No general duty to safeguard data. <i>Bellwether Cmty. Credit Union v. Chipotle Mexican Grill, Inc.</i>, 353 F. Supp. 3d 1070, 1083-85 (D. Colo. 2018).</p> | Yes. <i>Univ. of Denver v. Doe</i> , 547 P.3d 1129, 1145 (Colo. 2024). | Yes. <i>Univ. of Denver v. Doe</i> , 547 P.3d 1129, 1145 (Colo. 2024). | Yes. <i>Univ. of Denver v. Doe</i> , 547 P.3d 1129, 1145 (Colo. 2024). | Yes. <i>Bellwether Cmty. Credit Union v. Chipotle Mexican Grill, Inc.</i> , 353 F. Supp. 3d 1070, 1083-85 (D. Colo. 2018). |

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| Connecticut <u>Plaintiff:</u> Mammad (§ 29) | <p>Yes. <i>Lawrence v. O & G Indus., Inc.</i>, 126 A.3d 569, 574 (Conn. 2015).</p> <p>No general duty to safeguard data. <i>Jones v. Sturm, Ruger & Co., Inc.</i>, No. 3:22-CV-1233, 2024 WL 1307148, at *6-7 (D. Conn. Mar. 27, 2024).</p> | Yes. <i>Lawrence v. O & G Indus., Inc.</i> , 126 A.3d 569, 574 (Conn. 2015). | Yes. <i>Lawrence v. O & G Indus., Inc.</i> , 126 A.3d 569, 574 (Conn. 2015). | Yes. <i>Lawrence v. O & G Indus., Inc.</i> , 126 A.3d 569, 574 (Conn. 2015). | Yes. <i>Jones v. Sturm, Ruger & Co., Inc.</i> , No. 3:22-CV-1233, 2024 WL 1307148, at *6-7 (D. Conn. Mar. 27, 2024). |

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| Delaware <u>Plaintiff:</u> Madonna (§ 31) | <p>Yes. <i>Hudson v. Old Guard Ins. Co.</i>, 3 A.3d 246, 250 (Del. 2010).</p> <p>No general duty to safeguard data. <i>Travelers Cas. & Sur. Co. of Am. v. Blackbaud, Inc.</i>, No. N22C-12-130, 2024 WL 1298762, at *13 (Del. Super. Ct. Mar. 27, 2024).</p> | Yes. <i>Hudson v. Old Guard Ins. Co.</i> , 3 A.3d 246, 250 (Del. 2010). | Yes. <i>Hudson v. Old Guard Ins. Co.</i> , 3 A.3d 246, 250 (Del. 2010). | Yes. <i>Hudson v. Old Guard Ins. Co.</i> , 3 A.3d 246, 250 (Del. 2010). | Yes. <i>Salas v. Acuity-CHS, LLC</i> , No. CV 22-317, 2023 WL 2710180, at *7-8 (D. Del. Mar. 30, 2023). |

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| District of Columbia <u>Plaintiff:</u> Warren (§ 33) | <p>Yes. <i>Mancuso v. Chapel Valley Landscape Co.</i>, 318 A.3d 547, 553-54 (D.C. 2024).</p> <p>No general duty to safeguard data. <i>Attias v. CareFirst, Inc.</i>, 365 F. Supp. 3d 1, 17-19 (D.D.C. 2019), <i>on reconsideration in part</i>, 518 F. Supp. 3d 43 (D.D.C. 2021).</p> | Yes. <i>Mancuso v. Chapel Valley Landscape Co.</i> , 318 A.3d 547, 553-54 (D.C. 2024). | Yes. <i>Mancuso v. Chapel Valley Landscape Co.</i> , 318 A.3d 547, 553-54 (D.C. 2024). | Yes. <i>Mancuso v. Chapel Valley Landscape Co.</i> , 318 A.3d 547, 553-54 (D.C. 2024). | |

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| Florida <u>Plaintiffs:</u> Conley (¶ 35) Meadows (¶ 37) Diatlova (¶ 39) | Yes. <i>Peklun v. Tierra Del Mar Condo. Ass’n</i> , 119 F. Supp. 3d 1361, 1366 (S.D. Fla. 2015). | Yes. <i>Peklun v. Tierra Del Mar Condo. Ass’n</i> , 119 F. Supp. 3d 1361, 1366 (S.D. Fla. 2015). | Yes. <i>Peklun v. Tierra Del Mar Condo. Ass’n</i> , 119 F. Supp. 3d 1361, 1366 (S.D. Fla. 2015). | Yes. <i>Peklun v. Tierra Del Mar Condo. Ass’n</i> , 119 F. Supp. 3d 1361, 1366 (S.D. Fla. 2015). | |
| Georgia <u>Plaintiff:</u> Darby (¶ 41) | Yes. <i>Rasnick v. Krishna Hosp., Inc.</i> , 713 S.E.2d 835, 837 (Ga. 2011). | Yes. <i>Rasnick v. Krishna Hosp., Inc.</i> , 713 S.E.2d 835, 837 (Ga. 2011). | Yes. <i>Rasnick v. Krishna Hosp., Inc.</i> , 713 S.E.2d 835, 837 (Ga. 2011). | Yes. <i>Rasnick v. Krishna Hosp., Inc.</i> , 713 S.E.2d 835, 837 (Ga. 2011). | |

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| Hawaii <u>Plaintiff:</u> Antonio (§ 43) | Yes. <i>Takayama v. Kaiser Found. Hosp.</i> , 923 P.2d 903, 915-16 (Haw. 1996). | Yes. <i>Takayama v. Kaiser Found. Hosp.</i> , 923 P.2d 903, 915-16 (Haw. 1996). | Yes. <i>Takayama v. Kaiser Found. Hosp.</i> , 923 P.2d 903, 915-16 (Haw. 1996). | Yes. <i>Takayama v. Kaiser Found. Hosp.</i> , 923 P.2d 903, 915-16 (Haw. 1996). | |
| Idaho <u>Plaintiff:</u> Rape (§ 45) | Yes. <i>Guion v. United States</i> , No. 1:21-cv-00235, 2022 WL 3213095, at *3 (D. Idaho Aug. 9, 2022). | Yes. <i>Guion v. United States</i> , No. 1:21-cv-00235, 2022 WL 3213095, at *3 (D. Idaho Aug. 9, 2022). | Yes. <i>Guion v. United States</i> , No. 1:21-cv-00235, 2022 WL 3213095, at *3 (D. Idaho Aug. 9, 2022). | Yes. <i>Guion v. United States</i> , No. 1:21-cv-00235, 2022 WL 3213095, at *3 (D. Idaho Aug. 9, 2022). | |

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| Illinois <u>Plaintiffs:</u> Leffers (¶ 47) M.O. (¶ 49) | Yes. <i>Simpkins v. CSX Transp., Inc.</i> , 965 N.E.2d 1092, 1096 (Ill. 2012). No general duty to safeguard data. <i>In re: SuperValu, Inc., Customer Data Sec. Breach Litig.</i> , No. 14-MD-2586, 2018 WL 1189327, at *13-14 (D. Minn. Mar. 7, 2018). | Yes. <i>Simpkins v. CSX Transp., Inc.</i> , 965 N.E.2d 1092, 1096 (Ill. 2012). | Yes. <i>Simpkins v. CSX Transp., Inc.</i> , 965 N.E.2d 1092, 1096 (Ill. 2012). | Yes. <i>Simpkins v. CSX Transp., Inc.</i> , 965 N.E.2d 1092, 1096 (Ill. 2012). | Yes. <i>In re: SuperValu, Inc., Customer Data Sec. Breach Litig.</i> , No. 14-MD-2586, 2018 WL 1189327, at *14 (D. Minn. Mar. 7, 2018). |

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| Indiana <u>Plaintiffs:</u> Lowe (¶ 52) Sims (¶ 54) | Yes. <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 995 (N.D. Ind. 2022). No general duty to safeguard data. <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 1002-04 (N.D. Ind. 2022). | Yes. <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 995 (N.D. Ind. 2022). | Yes. <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 995 (N.D. Ind. 2022). | Yes. <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 995 (N.D. Ind. 2022). | Yes. <i>Aspen Am. Ins. Co. v. Blackbaud, Inc.</i> , 624 F. Supp. 3d 982, 1004 (N.D. Ind. 2022). |
| Iowa <u>Plaintiff:</u> Kleinheksel (¶ 56) | Yes. <i>McLeodUSA Telecomms. Servs., Inc. v. Qwest Corp.</i> , 469 F. Supp. 2d 677, 709-10 (N.D. Iowa 2007). | Yes. <i>McLeodUSA Telecomms. Servs., Inc. v. Qwest Corp.</i> , 469 F. Supp. 2d 677, 709-10 (N.D. Iowa 2007). | Yes. <i>McLeodUSA Telecomms. Servs., Inc. v. Qwest Corp.</i> , 469 F. Supp. 2d 677, 709-10 (N.D. Iowa 2007). | Yes. <i>McLeodUSA Telecomms. Servs., Inc. v. Qwest Corp.</i> , 469 F. Supp. 2d 677, 709-10 (N.D. Iowa 2007). | Yes. <i>Mohsen v. Veridian Credit Union</i> , 733 F. Supp. 3d 754, 763-67 (N.D. Iowa 2024). |

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| Kansas <u>Plaintiff:</u> Carter (§ 58) | Yes. <i>N.T. v. Taco Bell Corp.</i> , 411 F. Supp. 3d 1192, 1195 (D. Kan. 2019). | Yes. <i>N.T. v. Taco Bell Corp.</i> , 411 F. Supp. 3d 1192, 1195 (D. Kan. 2019). | Yes. <i>N.T. v. Taco Bell Corp.</i> , 411 F. Supp. 3d 1192, 1195 (D. Kan. 2019). | Yes. <i>N.T. v. Taco Bell Corp.</i> , 411 F. Supp. 3d 1192, 1195 (D. Kan. 2019). | |
| Kentucky <u>Plaintiff:</u> Hatfield (§ 60) | Yes. <i>Arnold v. Liberty Mut. Ins. Co.</i> , 392 F. Supp. 3d 747, 769 (E.D. Ky. 2019). | Yes. <i>Arnold v. Liberty Mut. Ins. Co.</i> , 392 F. Supp. 3d 747, 769 (E.D. Ky. 2019). | Yes. <i>Arnold v. Liberty Mut. Ins. Co.</i> , 392 F. Supp. 3d 747, 769 (E.D. Ky. 2019). | Yes. <i>Arnold v. Liberty Mut. Ins. Co.</i> , 392 F. Supp. 3d 747, 769 (E.D. Ky. 2019). | |

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| Louisiana <u>Plaintiff:</u> Bonier (¶ 62) | Yes. <i>Merrell v. 1st Lake Props., Inc.</i> , No. 23-1450, 2023 WL 6316257, at *5 (E.D. La. Sept. 28, 2023). No general duty to safeguard data. <i>Merrell v. 1st Lake Props., Inc.</i> , No. 23-1450, 2023 WL 6316257, at *5 (E.D. La. Sept. 28, 2023). | Yes. <i>Merrell v. 1st Lake Props., Inc.</i> , No. 23-1450, 2023 WL 6316257, at *5 (E.D. La. Sept. 28, 2023). | Yes. <i>Merrell v. 1st Lake Props., Inc.</i> , No. 23-1450, 2023 WL 6316257, at *5 (E.D. La. Sept. 28, 2023). | Yes. <i>Merrell v. 1st Lake Props., Inc.</i> , No. 23-1450, 2023 WL 6316257, at *5 (E.D. La. Sept. 28, 2023). | Yes. <i>Wiltz v. Bayer CropScience, Ltd. P'ship</i> , 645 F.3d 690, 697-99 (5th Cir. 2011). |
| Maine <u>Plaintiff:</u> Merrill (¶ 64) | Yes. <i>Est. of Smith v. Cumberland Cnty.</i> , 60 A.3d 759, 763 (Me. 2013). | Yes. <i>Est. of Smith v. Cumberland Cnty.</i> , 60 A.3d 759, 763 (Me. 2013). | Yes. <i>Est. of Smith v. Cumberland Cnty.</i> , 60 A.3d 759, 763 (Me. 2013). | Yes. <i>Est. of Smith v. Cumberland Cnty.</i> , 60 A.3d 759, 763 (Me. 2013). | Yes. <i>Oceanside at Pine Point Condo. Owners Ass'n v. Peachtree Doors, Inc.</i> , 659 A.2d 267, 269-70 (Me. 1995). |

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| Maryland <u>Plaintiff:</u> Seibert (§ 66) | Yes. <i>Valentine v. On Target, Inc.</i> , 727 A.2d 947, 949-50 (Md. App. Ct. 1999). | Yes. <i>Valentine v. On Target, Inc.</i> , 727 A.2d 947, 949-50 (Md. App. Ct. 1999). | Yes. <i>Valentine v. On Target, Inc.</i> , 727 A.2d 947, 949-50 (Md. App. Ct. 1999). | Yes. <i>Valentine v. On Target, Inc.</i> , 727 A.2d 947, 949-50 (Md. App. Ct. 1999). | |
| Massachusetts <u>Plaintiff:</u> Paul (§ 68) | Yes. <i>Hale v. Pan Am Rys., Inc.</i> , 305 F. Supp. 3d 252, 256 (D. Mass. 2018). | Yes. <i>Hale v. Pan Am Rys., Inc.</i> , 305 F. Supp. 3d 252, 256 (D. Mass. 2018). | Yes. <i>Hale v. Pan Am Rys., Inc.</i> , 305 F. Supp. 3d 252, 256 (D. Mass. 2018). | Yes. <i>Hale v. Pan Am Rys., Inc.</i> , 305 F. Supp. 3d 252, 256 (D. Mass. 2018). | Yes. <i>In re TJX Cos. Retail Sec. Breach Litig.</i> , 564 F.3d 489, 498-99 (1st Cir. 2009). |

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| Michigan <u>Plaintiff:</u> Evans (¶ 70) | Yes. <i>Henry v. Dow Chem. Co.</i> , 701 N.W.2d 684, 688 (Mich. 2005). | Yes. <i>Henry v. Dow Chem. Co.</i> , 701 N.W.2d 684, 688 (Mich. 2005). | Yes. <i>Henry v. Dow Chem. Co.</i> , 701 N.W.2d 684, 688 (Mich. 2005). | Yes. <i>Henry v. Dow Chem. Co.</i> , 701 N.W.2d 684, 688 (Mich. 2005). | |
| Minnesota <u>Plaintiffs:</u> Brooks (¶ 72) Powers (¶ 74) Allen (¶ 76) | Yes. <i>Varga v. U.S. Bank Nat'l Ass'n</i> , 952 F. Supp. 2d 850, 861 (D. Minn. 2013), <i>aff'd</i> , 764 F.3d 833 (8th Cir. 2014). | Yes. <i>Varga v. U.S. Bank Nat'l Ass'n</i> , 952 F. Supp. 2d 850, 861 (D. Minn. 2013), <i>aff'd</i> , 764 F.3d 833 (8th Cir. 2014). | Yes. <i>Varga v. U.S. Bank Nat'l Ass'n</i> , 952 F. Supp. 2d 850, 861 (D. Minn. 2013), <i>aff'd</i> , 764 F.3d 833 (8th Cir. 2014). | Yes. <i>Varga v. U.S. Bank Nat'l Ass'n</i> , 952 F. Supp. 2d 850, 861 (D. Minn. 2013), <i>aff'd</i> , 764 F.3d 833 (8th Cir. 2014). | |

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|---|---|---|---|---|------------------------------|
| Mississippi <u>Plaintiff:</u> Baggett (§ 78) | Yes. <i>Sanderson Farms, Inc. v. McCullough</i> , 212 So. 3d 69, 76 (Miss. 2017). | Yes. <i>Sanderson Farms, Inc. v. McCullough</i> , 212 So. 3d 69, 76 (Miss. 2017). | Yes. <i>Sanderson Farms, Inc. v. McCullough</i> , 212 So. 3d 69, 76 (Miss. 2017). | Yes. <i>Sanderson Farms, Inc. v. McCullough</i> , 212 So. 3d 69, 76 (Miss. 2017). | |
| Missouri <u>Plaintiffs:</u> Jones (§ 80) Hoag (§ 82) | Yes. <i>Harner v. Mercy Hosp. Joplin</i> , 679 S.W.3d 480, 484 (Mo. 2023) (en banc). | Yes. <i>Harner v. Mercy Hosp. Joplin</i> , 679 S.W.3d 480, 484 (Mo. 2023) (en banc). | Yes. <i>Harner v. Mercy Hosp. Joplin</i> , 679 S.W.3d 480, 484 (Mo. 2023) (en banc). | Yes. <i>Harner v. Mercy Hosp. Joplin</i> , 679 S.W.3d 480, 484 (Mo. 2023) (en banc). | |

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| Montana <u>Plaintiff:</u> Schwalbe (¶ 84) | Yes. <i>Kostelecky v. Peas in a Pod LLC</i> , 518 P.3d 840, 851-52 (Mont. 2022). | Yes. <i>Kostelecky v. Peas in a Pod LLC</i> , 518 P.3d 840, 851-52 (Mont. 2022). | Yes. <i>Kostelecky v. Peas in a Pod LLC</i> , 518 P.3d 840, 851-52 (Mont. 2022). | Yes. <i>Kostelecky v. Peas in a Pod LLC</i> , 518 P.3d 840, 851-52 (Mont. 2022). | |
| Nebraska <u>Plaintiff:</u> Kentner (¶ 86) | Yes. <i>Spagna v. Park Ave. Phi Psi House, Inc.</i> , 478 F. Supp. 3d 813, 819 (D. Neb. 2020), <i>aff'd sub nom. Spagna v. Phi Kappa Psi, Inc.</i> , 30 F.4th 710 (8th Cir. 2022). | Yes. <i>Spagna v. Park Ave. Phi Psi House, Inc.</i> , 478 F. Supp. 3d 813, 819 (D. Neb. 2020), <i>aff'd sub nom. Spagna v. Phi Kappa Psi, Inc.</i> , 30 F.4th 710 (8th Cir. 2022). | Yes. <i>Spagna v. Park Ave. Phi Psi House, Inc.</i> , 478 F. Supp. 3d 813, 819 (D. Neb. 2020), <i>aff'd sub nom. Spagna v. Phi Kappa Psi, Inc.</i> , 30 F.4th 710 (8th Cir. 2022). | Yes. <i>Spagna v. Park Ave. Phi Psi House, Inc.</i> , 478 F. Supp. 3d 813, 819 (D. Neb. 2020), <i>aff'd sub nom. Spagna v. Phi Kappa Psi, Inc.</i> , 30 F.4th 710 (8th Cir. 2022). | |

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| Nevada <u>Plaintiff:</u> Duncan (§ 88) | Yes. <i>Turner v. Mandalay Sports Ent., LLC</i> , 180 P.3d 1172, 1175 (Nev. 2008). | Yes. <i>Turner v. Mandalay Sports Ent., LLC</i> , 180 P.3d 1172, 1175 (Nev. 2008). | Yes. <i>Turner v. Mandalay Sports Ent., LLC</i> , 180 P.3d 1172, 1175 (Nev. 2008). | Yes. <i>Turner v. Mandalay Sports Ent., LLC</i> , 180 P.3d 1172, 1175 (Nev. 2008). | |
| New Hampshire <u>Plaintiff:</u> Rubera (§ 90) | Yes. <i>Macie v. Helms</i> , 934 A.2d 562, 565 (N.H. 2007). | Yes. <i>Macie v. Helms</i> , 934 A.2d 562, 565 (N.H. 2007). | Yes. <i>Macie v. Helms</i> , 934 A.2d 562, 565 (N.H. 2007). | Yes. <i>Macie v. Helms</i> , 934 A.2d 562, 565 (N.H. 2007). | |

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| New Jersey <u>Plaintiffs:</u> Loforese (¶ 92) Slack (¶ 94) | Yes. <i>Riachi v. Prometheus Grp.</i> , No. 17-00811, 2018 WL 1634400, at *2 (D.N.J. Apr. 5, 2018). | Yes. <i>Riachi v. Prometheus Grp.</i> , No. 17-00811, 2018 WL 1634400, at *2 (D.N.J. Apr. 5, 2018). | Yes. <i>Riachi v. Prometheus Grp.</i> , No. 17-00811, 2018 WL 1634400, at *2 (D.N.J. Apr. 5, 2018). | Yes. <i>Riachi v. Prometheus Grp.</i> , No. 17-00811, 2018 WL 1634400, at *2 (D.N.J. Apr. 5, 2018). | |
| New Mexico <u>Plaintiff:</u> Schiller (¶ 96) | Yes. <i>Smith v. Liberty Mut. Fire Ins. Co.</i> , 495 F. Supp. 3d 1019, 1027 (D.N.M. 2020). | Yes. <i>Smith v. Liberty Mut. Fire Ins. Co.</i> , 495 F. Supp. 3d 1019, 1027 (D.N.M. 2020). | Yes. <i>Smith v. Liberty Mut. Fire Ins. Co.</i> , 495 F. Supp. 3d 1019, 1027 (D.N.M. 2020). | Yes. <i>Smith v. Liberty Mut. Fire Ins. Co.</i> , 495 F. Supp. 3d 1019, 1027 (D.N.M. 2020). | |

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| New York <u>Plaintiffs:</u> Korlou (§ 98) Donadio (§ 100) | Yes. <i>Pasternack v. Lab'y Corp. of Am.</i> , 892 F. Supp. 2d 540, 552-53 (S.D.N.Y. 2012). | Yes. <i>Pasternack v. Lab'y Corp. of Am.</i> , 892 F. Supp. 2d 540, 552-53 (S.D.N.Y. 2012). | Yes. <i>Pasternack v. Lab'y Corp. of Am.</i> , 892 F. Supp. 2d 540, 552-53 (S.D.N.Y. 2012). | Yes. <i>Pasternack v. Lab'y Corp. of Am.</i> , 892 F. Supp. 2d 540, 552-53 (S.D.N.Y. 2012). | |
| North Carolina <u>Plaintiff:</u> Morgan (§ 102) | Yes. <i>Babb v. Bynum & Murphrey, PLLC</i> , 643 S.E.2d 55, 57 (N.C. Ct. App. 2007). | Yes. <i>Draughon v. Evening Star Holiness Church of Dunn</i> , 843 S.E.2d 72, 76 (N.C. 2020). | Yes. <i>Gibson v. Ussery</i> , 675 S.E.2d 666, 668 (N.C. Ct. App. 2009). | Yes. <i>Gibson v. Ussery</i> , 675 S.E.2d 666, 668 (N.C. Ct. App. 2009). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| North Dakota <u>Plaintiff:</u> Poitra (¶ 104) | Yes. <i>Arnegard v. Arnegard Twp.</i> , 908 N.W.2d 737, 750 (N.D. 2018). | Yes. <i>Arnegard v. Arnegard Twp.</i> , 908 N.W.2d 737, 750 (N.D. 2018). | Yes. <i>Arnegard v. Arnegard Twp.</i> , 908 N.W.2d 737, 750 (N.D. 2018). | Yes. <i>Arnegard v. Arnegard Twp.</i> , 908 N.W.2d 737, 750 (N.D. 2018). | |
| Ohio <u>Plaintiffs:</u> Abramczyk (¶ 106) Griffith (¶ 108) | Yes. <i>Hall v. United Labs, Inc.</i> , 31 F. Supp. 2d 1039, 1043 (N.D. Ohio 1998). No general duty to safeguard data. <i>Brickman v. Maximus, Inc.</i> , No. 2:21-cv-3822, 2023 WL 2563661, at *3 (S.D. Ohio Mar. 17, 2023). | Yes. <i>Hall v. United Labs, Inc.</i> , 31 F. Supp. 2d 1039, 1043 (N.D. Ohio 1998). | Yes. <i>Hall v. United Labs, Inc.</i> , 31 F. Supp. 2d 1039, 1043 (N.D. Ohio 1998). | Yes. <i>Hall v. United Labs, Inc.</i> , 31 F. Supp. 2d 1039, 1043 (N.D. Ohio 1998). | Yes. <i>Brickman v. Maximus, Inc.</i> , No. 2:21-cv-3822, 2023 WL 2563661, at *2 (S.D. Ohio Mar. 17, 2023). |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Oklahoma <u>Plaintiff:</u> Thorne (§ 110) | Yes. <i>Est. of Doyle v. Sprint/Nextel Corp.</i> , 248 P.3d 947, 949 (Okla. Ct. App. 2010). | Yes. <i>Est. of Doyle v. Sprint/Nextel Corp.</i> , 248 P.3d 947, 949 (Okla. Ct. App. 2010). | Yes. <i>Est. of Doyle v. Sprint/Nextel Corp.</i> , 248 P.3d 947, 949 (Okla. Ct. App. 2010). | Yes. <i>Est. of Doyle v. Sprint/Nextel Corp.</i> , 248 P.3d 947, 949 (Okla. Ct. App. 2010). | |
| Oregon <u>Plaintiff:</u> Lanier (§ 112) | Yes. <i>Nielson v. Legacy Health Sys.</i> , 230 F. Supp. 2d 1206, 1211-12 (D. Or. 2001). | Yes. <i>Nielson v. Legacy Health Sys.</i> , 230 F. Supp. 2d 1206, 1211-12 (D. Or. 2001). | Yes. <i>Nielson v. Legacy Health Sys.</i> , 230 F. Supp. 2d 1206, 1211-12 (D. Or. 2001). | Yes. <i>Nielson v. Legacy Health Sys.</i> , 230 F. Supp. 2d 1206, 1211-12 (D. Or. 2001). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Pennsylvania <u>Plaintiffs:</u> Harbon (¶ 114) Kaehler (¶ 116) Kirkpatrick (¶ 118) | Yes. <i>Hammond v. City of Phila.</i> , 164 F. Supp. 2d 481, 483 (E.D. Pa. 2001). | Yes. <i>Hammond v. City of Phila.</i> , 164 F. Supp. 2d 481, 483 (E.D. Pa. 2001). | Yes. <i>Hammond v. City of Phila.</i> , 164 F. Supp. 2d 481, 483 (E.D. Pa. 2001). | Yes. <i>Hammond v. City of Phila.</i> , 164 F. Supp. 2d 481, 483 (E.D. Pa. 2001). | Yes. <i>Sovereign Bank v. BJ's Wholesale Club, Inc.</i> , 533 F.3d 162, 175-78 (3d Cir. 2008). |
| Rhode Island <u>Plaintiff:</u> Bussick (¶ 120) | Yes. <i>Willis v. Omar</i> , 954 A.2d 126, 129 (R.I. 2008). | Yes. <i>Willis v. Omar</i> , 954 A.2d 126, 129 (R.I. 2008). | Yes. <i>Willis v. Omar</i> , 954 A.2d 126, 129 (R.I. 2008). | Yes. <i>Willis v. Omar</i> , 954 A.2d 126, 129 (R.I. 2008). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| South Carolina <u>Plaintiff:</u> Tynch (§ 122) | Yes. <i>Doe v. Porter-Gaud Sch.</i> , 649 F. Supp. 3d 164, 174 (D.S.C. 2023). | Yes. <i>Doe v. Porter-Gaud Sch.</i> , 649 F. Supp. 3d 164, 174 (D.S.C. 2023). | Yes. <i>Doe v. Porter-Gaud Sch.</i> , 649 F. Supp. 3d 164, 174 (D.S.C. 2023). | Yes. <i>Doe v. Porter-Gaud Sch.</i> , 649 F. Supp. 3d 164, 174 (D.S.C. 2023). | |
| South Dakota <u>Plaintiff:</u> Rush (§ 124) | Yes. <i>Johnson v. Hayman & Assocs., Inc.</i> , 867 N.W.2d 698, 702 (S.D. 2015). | Yes. <i>Johnson v. Hayman & Assocs., Inc.</i> , 867 N.W.2d 698, 702 (S.D. 2015). | Yes. <i>Johnson v. Hayman & Assocs., Inc.</i> , 867 N.W.2d 698, 702 (S.D. 2015). | Yes. <i>Johnson v. Hayman & Assocs., Inc.</i> , 867 N.W.2d 698, 702 (S.D. 2015). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Tennessee <u>Plaintiff:</u> Lovell (§ 126) | Yes. <i>Z.J. v. Vanderbilt Univ.</i> , 355 F. Supp. 3d 646, 704 (M.D. Tenn. 2018). | Yes. <i>Z.J. v. Vanderbilt Univ.</i> , 355 F. Supp. 3d 646, 704 (M.D. Tenn. 2018). | Yes. <i>Z.J. v. Vanderbilt Univ.</i> , 355 F. Supp. 3d 646, 704 (M.D. Tenn. 2018). | Yes. <i>Z.J. v. Vanderbilt Univ.</i> , 355 F. Supp. 3d 646, 704 (M.D. Tenn. 2018). | |
| Texas <u>Plaintiffs:</u> Estep (§ 128) Williams (§ 130) | Yes. <i>Tomdra Invs., L.L.C. v. CoStar Realty Info., Inc.</i> , 735 F. Supp. 2d 528, 533 (N.D. Tex. 2010). | Yes. <i>Tomdra Invs., L.L.C. v. CoStar Realty Info., Inc.</i> , 735 F. Supp. 2d 528, 533 (N.D. Tex. 2010). | Yes. <i>Tomdra Invs., L.L.C. v. CoStar Realty Info., Inc.</i> , 735 F. Supp. 2d 528, 533 (N.D. Tex. 2010). | Yes. <i>Tomdra Invs., L.L.C. v. CoStar Realty Info., Inc.</i> , 735 F. Supp. 2d 528, 533 (N.D. Tex. 2010). | Yes. <i>Binder v. Bank of Am. Corp.</i> , No. 3:10-CV-770- B, 2010 WL 5017314, at *2 (N.D. Tex. Nov. 22, 2010). |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Utah <u>Plaintiff:</u> Johnson (¶ 132) | Yes. <i>McCartney v. United States</i> , 31 F. Supp. 3d 1340, 1343 (D. Utah 2014). | Yes. <i>McCartney v. United States</i> , 31 F. Supp. 3d 1340, 1343 (D. Utah 2014). | Yes. <i>McCartney v. United States</i> , 31 F. Supp. 3d 1340, 1343 (D. Utah 2014). | Yes. <i>McCartney v. United States</i> , 31 F. Supp. 3d 1340, 1343 (D. Utah 2014). | |
| Vermont <u>Plaintiff:</u> Agres (¶ 134) | Yes. <i>Zeno-Ethridge v. Comcast Corp.</i> , 315 A.3d 978, 990 (Vt. 2024). | Yes. <i>Zeno-Ethridge v. Comcast Corp.</i> , 315 A.3d 978, 990 (Vt. 2024). | Yes. <i>Zeno-Ethridge v. Comcast Corp.</i> , 315 A.3d 978, 990 (Vt. 2024). | Yes. <i>Zeno-Ethridge v. Comcast Corp.</i> , 315 A.3d 978, 990 (Vt. 2024). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Virginia <u>Plaintiff:</u> Hanes (§ 136) | <p>Yes. <i>Atrium Unit Owners Ass’n v. King</i>, 585 S.E.2d 545, 548 (Va. 2003).</p> <p>No general duty to safeguard data. <i>Deutsche Bank Nat’l Tr. Co. as Tr. for Home Equity Mortg. Loan Asset-Backed Tr. Series Inabs 2006-A v. Buck</i>, No. 3:17cv833, 2019 WL 1440280, at *6 (E.D. Va. Mar. 29, 2019).</p> | Yes. <i>Atrium Unit Owners Ass’n v. King</i> , 585 S.E.2d 545, 548 (Va. 2003). | Yes. <i>Atrium Unit Owners Ass’n v. King</i> , 585 S.E.2d 545, 548 (Va. 2003). | Yes. <i>Atrium Unit Owners Ass’n v. King</i> , 585 S.E.2d 545, 548 (Va. 2003). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Washington <u>Plaintiff:</u> Ivory (¶ 138) | Yes. <i>Watt v. HAL Antillen N.V.</i> , No. 2:24-cv-00155, 2024 WL 4436966, at *3 (W.D. Wash. Oct. 7, 2024). No general duty to safeguard data. <i>In re: Cap. One Consumer Data Sec. Breach Litig.</i> , 488 F. Supp. 3d 374, 401 (E.D. Va. 2020). | Yes. <i>Watt v. HAL Antillen N.V.</i> , No. 2:24-cv-00155, 2024 WL 4436966, at *3 (W.D. Wash. Oct. 7, 2024). | Yes. <i>Watt v. HAL Antillen N.V.</i> , No. 2:24-cv-00155, 2024 WL 4436966, at *3 (W.D. Wash. Oct. 7, 2024). | Yes. <i>Watt v. HAL Antillen N.V.</i> , No. 2:24-cv-00155, 2024 WL 4436966, at *3 (W.D. Wash. Oct. 7, 2024). | Yes. <i>In re: Cap. One Consumer Data Sec. Breach Litig.</i> , 488 F. Supp. 3d 374, 401 (E.D. Va. 2020). |
| West Virginia <u>Plaintiffs:</u> Knopp (¶ 140) Wetzel (¶ 142) | Yes. <i>Orso v. City of Logan</i> , 900 S.E.2d 28, 33 (W. Va. 2024). | Yes. <i>Orso v. City of Logan</i> , 900 S.E.2d 28, 33 (W. Va. 2024). | Yes. <i>Orso v. City of Logan</i> , 900 S.E.2d 28, 33 (W. Va. 2024). | Yes. <i>Orso v. City of Logan</i> , 900 S.E.2d 28, 33 (W. Va. 2024). | |

| State | Duty Required | Breach of Duty Required | Causation Required | Damages Required | Barred by Economic Loss Rule |
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| Wisconsin <u>Plaintiff:</u> Anderson (§ 144) | Yes. <i>Hocking v. City of Dodgeville</i> , 768 N.W.2d 552, 555 (Wis. 2009). | Yes. <i>Hocking v. City of Dodgeville</i> , 768 N.W.2d 552, 555 (Wis. 2009). | Yes. <i>Hocking v. City of Dodgeville</i> , 768 N.W.2d 552, 555 (Wis. 2009). | Yes. <i>Hocking v. City of Dodgeville</i> , 768 N.W.2d 552, 555 (Wis. 2009). | |
| Wyoming <u>Plaintiff:</u> Fossen (§ 146) | Yes. <i>Lucero v. Holbrook</i> , 288 P.3d 1228, 1232 (Wyo. 2012). | Yes. <i>Lucero v. Holbrook</i> , 288 P.3d 1228, 1232 (Wyo. 2012). | Yes. <i>Lucero v. Holbrook</i> , 288 P.3d 1228, 1232 (Wyo. 2012). | Yes. <i>Lucero v. Holbrook</i> , 288 P.3d 1228, 1232 (Wyo. 2012). | |